**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**
**APPELLATE JURISDICTION**

CONTEMPT PETITION NO. 29 OF 2006.

Shivaji N. Kawade ... Petitioner.
V/s.
Ramchandra N. Kawade ... Respondent.

Shri Madhav Limare for the petitioner.

Shri Tejas Deshpande for Respondent Nos. 1 & 10.

Ms. Bhalekar for Shri Uday Warunjikar for respondent No.5.

**CORAM : A.M. KHANWILKAR, J.**

**DATED : 8.8.2006.**

**P.C. :**
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. The grievance in this petition is that inspite of order passed by this Court dated 6th December 2005 to preserve physical possession of the suit property, respondent No.1 has proceeded to execute development agreement in favour of third party, which mentions the fact that possession has been made over to the said party.

2. Counsel for respondent No.1 submits that reference made in the development agreement in particular in clause (i) can be held as notional possession of the undivided share of respondent No.1 in the said property. It is submitted that the executing Court is still in the process of ascertaining the shares of the respective owners. It is further stated that respondent No.1-

owner-builder, who is party to the development agreement has no intention of carrying out construction activities on the suit site. In view of the statement made by respondent No.1 as indicated above, it is not necessary to precipitate the matter any further. Statement made by respondent No.1 through Counsel is accepted. In otherwords, parties have agreed to maintain status-quo as of today, with respect to possession.

3. Petition stands disposed of in the above terms.

**(A.M. KHANWILKAR,J.)**